

# Exhibit 1

**In the Matter Of:**

**ANYWHERECOMMERCE vs INGENICO, INC.**

1:19-cv-11457-IT

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**BEN LO**

*December 08, 2021*

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1 A. I haven't done anything yet.

2 Q. And then when you lost the business to PayPal,  
3 did you do anything to figure out if Ingenico's  
4 product utilized your trade secrets?

5 A. No. I don't have energy to do that.

6 Q. You don't have energy?

7 A. Yeah. Because by that period of time, I just  
8 need to focus on the business. When ROAM Data,  
9 they don't buy the product, the new order from  
10 us, we are losing money. So I don't have enough  
11 time or resources to do the investigation.

12 Q. So when you lost the business to PayPal, did that  
13 increase your concern about the trade secret  
14 issue?

15 A. Yes.

16 Q. At that point, did you think that the trade  
17 secrets had been stolen and misused?

18 A. Yes.

19 Q. And what year is that?

20 A. Repeat.

21 Q. What year?

22 A. It's 2014, 2015.

23 Q. Is that before or after you see the prototype at  
24 the trade show?

25 A. After.

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1 Q. And we said before, that's the end of 2014, so  
2 does that -- does that orient you to the time  
3 when you would have lost the PayPal business to  
4 Ingenico?

5 A. Yeah. We lost the business -- we lost the  
6 business of PayPal to Ingenico in 2015.

7 Q. And at that point, you think your trade secrets  
8 had been violated, but you didn't terminate the  
9 contract you had with ROAM Data, right?

10 A. Correct.

11 Q. And, in fact, even in 2016 and 2017 and 2018, you  
12 never terminated that contract, right?

13 A. I still got some business from ROAM Data, so  
14 I don't terminate the contract.

15 Q. Even though you thought they had stolen your  
16 trade secrets and they were competing with you  
17 using devices that unlawfully used those trade  
18 secrets, right?

19 A. Yes. I still need their revenue.

20 Q. So have you ever performed any analysis of the  
21 RP350X or any other Ingenico product to determine  
22 how, if at all, it utilizes any of the  
23 information that you've identified as trade  
24 secret?

25 A. No. And --

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C E R T I F I C A T E

I, Denise A. Webb, a Notary Public within and for the Commonwealth of Massachusetts, duly commissioned, qualified and authorized to administer oaths and to take and certify depositions, do hereby certify that heretofore, to wit, on December 8, 2021 at 12:30 p.m. The witness was, by me, duly sworn to testify to the truth, the whole truth, and nothing but the truth.

I further certify that the foregoing Deposition was taken down by me in machine shorthand and transcribed by computer, and that the foregoing transcript contains a true record of the proceedings to the best of my ability. This proceeding was done remotely via web conference and may result in some inaccuracies and/or dropped words created by audio conflicts that may arise during any web-based event. I further certify that I am not interested in the event of this action.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 19th day of December, 2021.

\*\* COURT REPORTER'S DISCLAIMER \*\*

Due to the accent of the witness, many parts of the transcript were inaudible or unreportable. This was discussed and understood by all parties at the time of the proceeding. This transcript reflects the best of my abilities.



Denise A. Webb, Notary Public  
My Commission expires March 11, 2027